

RESOLUTION NO. 2011-55

BE IT RESOLVED by the Township Council of the Township of Aberdeen that the Memorandum of Agreement dated March 24, 2011 between the Aberdeen Clerical Employees of the Township of Aberdeen and the Township Manager is hereby affirmed for the period from January 1, 2010 through December 31, 2011.

BE IT FURTHER RESOLVED that the Mayor and Township Clerk are hereby authorized to execute a formal contract embodying those terms as set forth in the March 24, 2011 Memorandum of Agreement.

ROLL CALL VOTE:

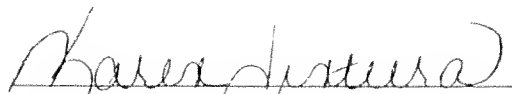
Ayes: Councilmember Cannon, Lauro, Montone, Deputy Mayor Vinci and Mayor Tagliarini

Nays: None

Abstain: None

Absent: Councilmember Drapkin and Gumbs

I hereby certify the foregoing to be a true copy
of a resolution adopted by the Township
Council of the Township of Aberdeen
at a regular meeting held on April 5, 2011


Karen Ventura, Municipal Clerk

MEMORANDUM OF AGREEMENT

between

Township of Aberdeen

- and -

Aberdeen Clerical Employees Association

The Township of Aberdeen, hereinafter referred to as the Township and the Aberdeen Township Clerical Employees Association (hereinafter referred to as the Association or Union), herewith enter into this Memorandum of Agreement this 24 day of March, 2011.

WHEREAS, the Union, pursuant to a collective negotiations agreement, represents the clerical employees employed by the Township of Aberdeen as articulated in Article One of the agreement; and,

WHEREAS, the Collective Bargaining Agreement between the Township and the Union has expired, and,

WHEREAS, the parties are desirous of entering into a new collective bargaining agreement modifying or otherwise extending the agreement between the parties; and,

WHEREAS, the parties have come to an agreement as to how such contract would be modified.

Now, therefore, it is agreed as follows.

1. The current Collective Bargaining Agreement between the Association

AGREEMENT

BETWEEN

TOWNSHIP OF ABERDEEN

MONMOUTH COUNTY, NEW JERSEY

AND

ABERDEEN CLERICAL EMPLOYEES

JANUARY 1, 2010 THROUGH DECEMBER 31, 2011

LOCCKE, CORREIA
LIMSKY & BUKOSKY
24 SALEM STREET
HACKENSACK, NEW JERSEY 07601
(201) 488-0880

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PREAMBLE

This **AGREEMENT**, effective as of the first day of January, 2010, by and between the Township of Aberdeen, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the Township and the Aberdeen Clerical Employees (ACE) hereinafter referred to as the Union, is designed to maintain and promote a harmonious relationship between the Township and all its employees who are within the provisions of this Agreement, in order that a more efficient and progressive public service may be rendered.

Witnesseth:

WHEREAS, the Union has presented proof that it represents the Township of Aberdeen Clerical Employees; and

WHEREAS, the Township of Aberdeen Clerical Employees by virtue thereof, has recognized the said Union as the sole and exclusive bargaining agent for all the Township of Aberdeen Clerical Employees; and

NOW, THEREFORE, it is mutually agreed between the parties hereto, that except as otherwise provided, the following Agreement shall become effective January 1, 2010:

ARTICLE 1

RECOGNITION

A. The Township recognizes the Union as the exclusive collective bargaining agent for all permanent, part-time and full-time employees as specifically enumerated by job titles listed below, which may be amended from time to time:

Clerk Typist	Accounting Clerk
Deputy Court Clerk	Assessing Clerk
Senior Account Clerk	Senior Clerk-Stenographer
Principal Assessing Clerk	Clerk Stenographer
Court Clerk	Cashier
Senior Clerk Typist	Police Records Clerk/Steno
Police Records Clerk	Technical Assistant to
Principal Clerk	the Constriction
Violations Clerk	
Official	
Deputy Municipal Clerk	Principal Clerk Steno/Registrar
Senior Cashier (Water Utility)	Part-time Senior Clerk/Typist
Senior Police Records Clerk/Steno	
Communications Operators	

B. Supervisory Personnel, Heads of Departments and all part-time or Temporary Personnel working less than twenty (20) hours per week are excluded from this Agreement.

C. Wherever used herein the term "employee" shall mean and be construed only as referred to the Township of Aberdeen Clerical Employees covered by this Agreement.

ARTICLE 2

DISCRIMINATION AND COERCION

Neither the Township nor the Union, nor any of their agents, shall discriminate against, or in favor of, or intimidate or coerce any employee because of his/her Union membership or non-membership or participation or non-participation in Union activities. Neither the Township nor the Union shall discriminate against any employee because of race, color, sex, religion, national origin, political affiliation, marital status, age or physical disability.

ARTICLE 3

MANAGEMENT RIGHTS

A. The Township hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Township government and its properties and facilities and the activities of its employees.

2. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignments and to promote and transfer employees.

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection herewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

ARTICLE 4

GRIEVANCE ADJUSTMENT PROCEDURE

A. PURPOSE

1. The purpose of this procedure is to secure at the lowest possible level, an equitable solution to problems which may arise affecting the terms and conditions of this Agreement as to an employee or group of employees.

2. Nothing herein contained shall be construed as limiting the right of an employee having a grievance to discuss the matter informally with any supervisor of the Department and having the grievance adjusted without formal proceedings, as long as such settlement is not in conflict with the terms of this Agreement.

3. Pending the filing of a grievance and its final disposition, the employee shall continue to work in a regular and orderly manner without interruption.

B. DEFINITION - The term grievance as used herein means a complaint by an individual employee, group of employees or the Union, concerning the interpretation, application or violation of policies, agreements or administrative decisions affecting them. A grievance may be brought by an individual employee, the Union or the Township of Aberdeen.

C. GRIEVANCE SPECIFICITY - A written grievance must identify the grievant by name; set forth with reasonable particularity a clear and concise statement of the fact(s) constituting the grievance, including the specific action or failure to act alleged; the time and place of occurrence of said act; the employer's representative whose action or failure to act forms the basis of the grievance, explaining the precise questions of interpretation, application of alleged violation of such provisions which underly the grievance; and must set forth with particularity the remedy sought.

D. STEPS OF THE GRIEVANCE PROCEDURE - The following constitutes the sole and exclusive method for resolving grievances between the employees covered by this Agreement and shall be followed in its entirety, unless any step is waived by mutual consent or the grievance is resolved on a lower level:

1. STEP ONE - DEPARTMENT HEAD

a. An aggrieved employee, with the Union president or his designee, shall submit in writing to the Department Head within fourteen (14) calendar days after the aggrieved employee knows or should have reasonably known of events giving rise to the grievance. Failure to

act within said time period days shall be deemed to constitute an abandonment of the grievance.

b. The Department Head shall render a written decision within ten (10) working days from the receipt of the grievance.

2. STEP TWO - TOWNSHIP MANAGER

a. In the event a satisfactory settlement has not been reached at STEP ONE or the Department Head fails to respond within the period prescribed, such employee may file a signed, written grievance with the Township Manager within five (5) working days following the written decision of the Department Head or within the prescribed period of time.

b. The Township Manager shall review the grievance and render a written decision within ten (10) working days after the conference with the grievant.

3. STEP THREE - ARBITRATION

a. In the event the grievance has not been resolved at STEP TWO, or the Township Manager fails to respond within the time period prescribed, the Union may elect to file within twenty (20) working days for binding arbitration of the dispute by filing a notice of intent to arbitrate. Failure to file a demand for arbitration within the prescribed time limits will constitute an abandonment of the grievance. Where the grievance involves a disciplinary action subject to the jurisdiction of the Department of Personnel of the State of New Jersey's Appeals Procedure, those procedures must be utilized in lieu of the arbitration process.

b. It is agreed by the parties that no more than one (1) grievance shall be arbitrated before the same arbitrator at one time.

c. The arbitrator shall be chosen in accordance with the rules and regulations of the Public Employment Relations Commission (PERC). The arbitrator shall be bound by the provisions of this Agreement and shall be restricted to the application of the facts presented to him. He or she shall not have the authority to add to, modify, detract from or alter in any way the provisions of the Agreement or any amendments or supplements hereto.

d. In the event that a settlement of a grievance is agreed to by the parties, the costs of arbitration that are incurred to that point shall be borne equally by the

parties. If the arbitration proceeds to its conclusion, the arbitrator's cost or fees shall be borne equally between the parties. Any other expenses incurred including, but not limited to, presentation of witnesses, shall be paid by the party incurring it.

e. The arbitrator shall set forth his finding of the facts and reasons for making the award within thirty (30) calendar days after the conclusion of the arbitration hearing unless agreed to otherwise by the parties.

f. An employee discharged during such probationary period shall not have recourse to the grievance procedure as set forth in this Agreement. The Township shall have no responsibility for the re-employment of newly hired probationary employees if they are dismissed during the probationary period.

ARTICLE 5

DUES CHECK-OFF

A. UNION DUES

1. The Township hereby agrees to deduct from the wages of employees, by means of a check-off, from those employees who request same in writing. The deduction shall be made in compliance with State Law.

2. If during the term of this Agreement, the Union effectuates any change in the rate of membership dues the Union shall furnish to the Township written notice of same sixty (60) days prior to the effective date of such change.

3. The amounts so deducted shall be certified to the Township by the Union and the aggregate deductions of all employees shall be remitted to the Union together with the list of names of all employees for whom the deductions were made.

4. The Union shall provide the necessary "check-off authorization" form and the Union shall secure the signatures of its members on the forms and deliver the signed forms to the Township.

5. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon the salary deduction authorization forms submitted by the Union to the Township.

B. REPRESENTATION FEE

1. If any employee does not become a member of the Union during any membership year (from January 1st to the following December 31st) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Union for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.

2. Prior to the beginning of each membership year, the Union will notify the Township, in writing, of the amount of the regular membership dues, initiation fees and assessments charged by the Union to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.

3. Except as otherwise provided in this Article, the mechanics for deduction of representative fees and transmissions of such fees the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

4. The Union shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13a-5.5 (c) and 5.6, and membership in the Union shall be available to all employees in the unit on an equal basis at all times. In the event the Union fails to maintain such a system or its membership is not so available, the employer shall immediately cease making said deduction.

ARTICLE 6

HOURS OF WORK AND OVERTIME

A. The regular working week for full -time employees, except as provided below, shall be thirty-five (35) hours per week and shall consist of five (5) days of seven (7) hours each exclusive of one (1) hour of lunch.

B. The regular work week for full-time civilian police dispatchers shall be forty (40) hours per week and the regular work day shall be eight (8) hours per day according to the schedule established by the Chief of Police.

C. Overtime is defined as the time worked by a full-time employee in excess of his/her regular work day or regular work week when approved by the Department Head or Township Manager.

D. Employees who are required to work overtime shall either be paid at the rate of time one and one-half hours or shall be granted compensatory time at the rate of one and one-half hours of overtime work. Until an employee has accumulated ten (10) hours of compensation time off, the options to pay or compensatory time off shall be the employers.

E. Full time civilian dispatchers, on the basis of seniority, will have overtime offered to them on a rotating basis equally after any part time dispatcher works up to forty (40) hours in any one week.

F. All employees, with the exception of police dispatchers, working on Sunday, shall receive double time for the hours worked plus any holiday pay when applicable.

G. The parties agree that longevity payments shall be included as part of the employee's base pay for the purpose of calculating overtime pay.

H. In the event an employee is called back to work after the employee has ended the work day, said employee shall receive a minimum of two (2) hours of overtime.

I. When a Communications Operator is required to stay over four (4) hours past their normal shift, they will be entitled to a \$7.00 meal allowance.

J. Communications Operators currently maintain a 3/3 schedule.

ARTICLE 7

MEAL PERIODS

Every full time employee shall be entitled to an unpaid one (1) hour meal period as scheduled by the Department Head. Dispatcher will remain at their post for lunch, and shall be allowed to eat lunch at any time while on duty because they will be paid for a forty (40) hour work week.

ARTICLE 8

REFRESHMENT BREAKS

Employees shall be granted a fifteen (15) minute coffee break in the morning and a fifteen (15) minute coffee break in the afternoon, without loss of pay, at the time and location designated by the Department Head or Supervisor.

ARTICLE 9

SALARIES

A. Employees employed by the Township shall be paid in accordance with **Schedule A**, attached hereto, dependent upon the pay grade of said employee. The starting rate shall be the minimum for the classification. It is within the discretion of the Township Manager to hire and pay an employee above the minimum starting rate if said employee has greater than the minimum experience required.

B. Employees employed by the Township prior to January 1, 1993 shall receive a yearly stipend as per Schedule A.

C. Employees shall be eligible for a step increase by placement in the next higher salary step on an employee's anniversary date of employment upon satisfactory job performance review and as recommended by the Township Manager.

D. Information on pay rate, date of hire and rationale for placement of an employee shall be provided to the Union whenever any employee is hired above the minimum as provided in Section A above.

E. College Incentive. The Township will pay members of the Union a yearly college incentive:

a.	Completion of Associates Degree	\$300.00
b.	Completion of Bachelors Degree	\$600.00
c.	Completion of Masters Degree	\$900.00

This incentive shall be paid only once a year and only one incentive can be collected by any given employee.

F. Employees who perform the duties of payroll clerk shall be paid an additional stipend of \$3,000.00.

ARTICLE 10

LONGEVITY

A. Longevity payments shall be made in accordance with the following schedule:

5 years through 9 years of service	\$1,100.00
10 years through 14 years of service	\$1,200.00
15 years through 19 years of service	\$1,300.00
20 years through 24 years of service	\$1,400.00
25 years through 29 years of service	\$1,500.00
30 + years of service	\$1,600.00

B. All full time employees shall be entitled to their longevity payments as per the above schedule on December 15th of each year provided they have completed at least five (5) continuous years of regular full time employment with the Township during the year in which the payment is to be made.

C. If an employee's fifth continuous year of regular full time employment is reached prior to December 15th of the same calendar year, said employee shall be entitled to any additional days the employee has been employed beyond the fifth anniversary date for the purpose of this Article only. For example, if an employee's fifth year anniversary date is October 15th, then the employee is entitled to an additional two (2) months of longevity payments or a total of fourteen (14) months of longevity payments. In each subsequent year, the employee shall receive a lump sum amount as per the above schedule, for the corresponding years of service on December 15th.

D. Upon resignation, termination, death or retirement, an employee, or in the case of death, an employee's estate shall be entitled to the longevity payment for the current year pro-rated upon the number of month worked in the calendar year in which the separation becomes effective.

ARTICLE 11

HOLIDAYS

A. The Township agrees to guarantee to all of the employees within the bargaining unit the following holidays with full pay for eight (8) hours at the employee's regular straight time rate of pay, though no work is performed on such days:

1/2 Day before New Year's Day	Labor Day
New Year's Day	Veteran's Day
Thanksgiving Day	Independence Day
Friday after Thanksgiving	Christmas Day
Martin Luther King Day	Good Friday
Lincoln's Birthday	Memorial Day
1/2 Day before Christmas Day	Washington's Birthday
One (1) Floating Holiday	Election Day

B. Floating holidays may be scheduled on any work day during the year by employees, provided the Department Head is given notice at least forty-eight (48) hours in advance of the selected day.

C. If any of the aforementioned holidays fall on a Saturday or Sunday, it may be celebrated and compensated accordingly on the day preceding or the day following such holiday at the discretion of the Township Manager.

D. A designated holiday falling within the vacation period of an employee, shall not be charged as a vacation day.

E. Employees who work on any of the above holidays shall be paid for such work at time and one-half the employee's regular rate for the actual hours worked on the holiday, plus the holiday pay paid at the employee's regular rate of pay.

ARTICLE 12

VACATIONS

A. The Township agrees to grant vacations for all employees in the Union in accordance with the following schedule:

Initial year of employment 1 vacation day for each complete month of service.

<u>Years of Service</u>	<u>Number of Days</u>
First full calendar year of service	12
4 th full calendar year of service	15
8 th full calendar year of service	17
12 th full calendar year of service	19
16 th full calendar year of service	22

B. An employee will not be granted vacation leave during the initial three (3) months of employment but, thereafter, such period may be credited towards annual vacation allowance. However, there will be no vacation accrued or paid for any employee dismissed during the probationary period established under Civil Service Rules.

C. Vacation time shall not be accumulated for a period past the vacation year without prior written approval of the Township Manager and shall only be carried forward into the next succeeding year.

D. A vacation year is between January 1st and December 31st.

E. Vacation Cash Out

1. An employee may exchange up to five (5) vacation days for cash.

2. The employee shall advise the Township Manager of their desire to exchange the days no later than January 31st of the year in which the vacation is to be taken. *per 15*

~~3. The exchange of the days may be rescinded by the employee no later than November 1st of the calendar year in which the vacation is to be taken. In no event shall the vacation be carried to the next calendar year.~~

4. Cash out checks are to be paid during the month of December of the year in which it is to be taken.

F. Upon resignation, termination or retirement of an employee or in the case of his/her death, the employee's estate, shall be entitled to payment of unused, accrued vacation time due to said employee.

ARTICLE 13

PERSONAL DAYS

Employees shall be entitled to three (3) personal days per year. Such days shall not be counted as sick days and shall be ~~used up in entirety before any request for use of vacation days,~~
~~but not regularly scheduled vacation periods.~~

ARTICLE 14

SICK LEAVE

A. All employees shall be credited with one and one-quarter (1 1/4) days per month or fifteen (15) accumulated sick days per year.

B. Sick leave shall be accumulated year to year and shall be posted annually.

C. The Union and its membership agree to cooperate to the best of their ability to minimize sick leave and recognize that abuse of sick leave shall be cause for disciplinary action.

After the Sick day of unexcused absence by sick leave in one calendar year, a doctor's verification must be submitted for all sick leave absences.
D. Any unused sick days shall be forfeited by the employee upon termination of his employment, regardless of reason, except retirement, as set forth below in Section E.

E. Each employee shall receive a lump sum payment for one-half (1/2) of all earned and unused sick leave which is credited to him/her on the effective date of his/her retirement in a manner and to the extent provided for herein.

1. Such supplemental compensation payment shall be computed at the rate of one-half (1/2) of the eligible employee's daily rate of pay for each day earned and unused accumulated sick leave based upon the employee's base salary received during the last year of his employment prior to the effective date of his retirement provided, however, that no lump sum supplemental compensation payment shall exceed fifteen thousand dollars (\$15,000.00).

2. The lump sum supplemental compensation provided herein for accumulated sick days shall in no way affect, increase or decrease any pension or retirement benefits to such retired employees.

3. In the event of an employee's death after the effective date of his retirement or before payment is made, the payment shall be made to his/her estate.

4. The employee intending to request compensation for accumulated sick time under this section in the year of his retirement, shall notify the Township Manager, in writing, no later than December 15th of the preceding year.

F. An employee may accrue four (4) additional incentive days with pay during the next calendar year, if that employee does not

use more than six (6) paid sick days during a calendar year. These days are earned as follows:

1. An employee may accrue one (1) additional incentive day with pay during the next contract year, should that employee use no sick days from January through March.
2. An employee may accrue one (1) additional incentive day with pay during the next contract year, should that employee use no sick days from April through June.
3. An employee may accrue one (1) additional incentive day with pay during the next contract year, should that employee use no sick days from July through September.
4. An employee may accrue one (1) additional incentive day with pay during the next contract year, should that employee use no sick days from October through December.

No incentive days can be earned if more than six (6) days are used in the entire 12 month period. Incentive days may be used in the calendar year following the year in which they were accumulated only with prior written approval of the Township Manager.

ARTICLE 15

BEREAVEMENT LEAVE

A. Employees shall be granted up to five (5) days off with pay at the employee's straight time rate ~~when a death occurs in the~~ ^{or 60 days} employee's immediate family. Immediate family shall be defined as father, mother, husband, wife, son, daughter, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, maternal or paternal grandparents or other relative permanently living under the same roof as employee.

B. Employees shall be granted one (1) day off with pay ~~per~~ ^{per} ~~year~~ to attend the funeral of any other relative. In the event an employee is required to travel out of the State of New Jersey to attend a funeral, an additional day off with pay shall be afforded.

C. Such leave will not be charged against the employee's sick leave.

ARTICLE 16

INJURY LEAVE

A. A leave of absence as a result of injury or illness or disease incurred in the line of duty may be granted by the Township Council for a period up to one (1) year with full pay, provided the employee applies, in writing, to the Township Manager. When such action is taken by the Township Council, said employee shall not be charged any sick leave time lost due to such injury.

B. When the employee receives monies through any policy of workers' compensation, said monies shall be paid over the Township.

C. In the event that any employee contends that he/she is entitled to a period of disability, which is job related, established by the treating physician or a physician employed by the Township or the Workers' Compensation Insurance carrier, then the burden shall be on the employee to establish the extended period of disability by way of a judgment in the Division of Workers' Compensation or by the decision of a Court of competent jurisdiction at his/her cost and expense.

D. In the event than an employee-employer dispute occurs as to whether an absence shall be designated as sick leave or as an injury on duty, or as to the extent of temporary disability, nature of the claim, i.e., sickness, job related injury or disease, then the employee and employer shall be bound by the decision of the appropriate Division of Worker's Compensation or the decision of a court of competent jurisdiction.

ARTICLE 17

HOSPITALIZATION

All employees and their eligible dependants, covered by this Agreement, shall be entitled to participate in the Township's Health Plan as set forth within the Township's Plan Document. All employee contributions and co-payments are hereby set forth within the Plan Document in effect at the initiation of this Agreement. Any proposed changes in the aforementioned plans shall be discussed with the Union prior to being implemented by the City.

The Township may change Health Benefit carrier or plan so long as the level of benefits is equal or better than the prior plan.

ARTICLE 18

LIFE INSURANCE

The employer shall insure all full-time members of the Union with life insurance in the amount of \$5,000.00 with beneficiary to be designated by each employee.

ARTICLE 19

DENTAL INSURANCE

All employees and their eligible dependants, covered by this Agreement, shall be entitled to participate in the Township's Dental Plan as set forth within the Township's Plan Document. All employee contributions and co-payments are hereby set forth within the Plan Document in the effect at the initiation of this Agreement. Any proposed changes in the aforementioned plans shall be discussed with the Union prior to being implemented by the City.

ARTICLE 20

PRESCRIPTION PLAN

All employees and their eligible dependants, covered by this Agreement, shall be entitled to participate in the Township's Prescription Plan as set forth within the Township's Plan Document. All employee contributions and co-payments are hereby set forth within the Plan Document in the effect at the initiation of this Agreement. Any proposed changes in the aforementioned plans shall be discussed with the Union prior to being implemented by the City.

ARTICLE 21

DISABILITY INCOME INSURANCE

Every employee covered under this Agreement shall be enrolled in a non-job related disability compensation plan, at no cost to the employee. Said insurance plan shall pay 2/3% of the employee's weekly base earnings subject to a maximum payment of \$106.00 per week after the waiting period stated in the current policy. The disability policy coverage shall be limited to a one-year package.

ARTICLE 22

POLICE DISPATCHER UNIFORMS

A. Following satisfactory completion of the probationary period, all full-time police dispatchers shall be provided with the following initial uniform outlay at Township expense:

3 summer blouses (women) or shirts (men);
2 winter blouses (women) or shirts (men);
3 pairs of slacks (men);
3 pairs of slacks or skirts or any combination thereof (women);
2 ties;
1 paid A.T.P.D.'s collar insignias;
1 breast badge;
1 name plate;
1 belt; and
communication patches.

B. Female dispatchers shall have the choice of wearing either a skirt or slacks as designated in Section A above.

C. The Township reserves the right to designate the supplier, type, quality and color of uniforms. Uniforms shall remain the property of the Township.

D. Employees shall be required to wear the uniform during working hours and shall maintain the uniforms in good condition. All uniforms shall be inspected by the Chief of Police or his designee from time to time to insure proper condition, cleanliness and uniformity. Each employee shall replace unsatisfactory clothing when required by the Police Chief and be responsible for all non-job connected loss or damage to issued uniforms.

E. All employees shall receive a clothing maintenance allowance of (\$600.00) to cover the cost of cleaning and alterations to uniforms, including replacement. The allowance shall be paid on or before April 15th of each of the contract years.

F. Newly hired employees shall receive ten dollars (\$10.00) per month maintenance allowance until the end of the first calendar year.

G. Upon resignation or termination, the employee shall return to the Township the pro-rated, unused maintenance allowance.

ARTICLE 23

PROBATIONARY PERIOD

A. The probationary period shall conform to N.J.S.A. 11:22-6, a period of three (3) months (90 days), which may not be extended.

B. During the aforementioned probationary period, the Employer may discharge such employee for any reason whatsoever. An employee discharged during such probationary period shall not have recourse to the grievance procedure as set forth in this Agreement. The Employer shall have no responsibility for the re-employment of newly hired probationary employees if they are dismissed during the probationary period.

ARTICLE 24

PAY IN HIGHER CLASSIFICATION

Employees who work in a higher classification more than eight (8) hours shall, beginning with the ninth (9th) hour, receive the rate for the job, but that extra payment shall not exceed 50% of the employee's base hourly rate of pay.

ARTICLE 25

UNION BUSINESS LEAVE AND VISITATION

A. The members of the Union's Negotiating Committee, not to exceed two (2) in number, shall be granted time off from duty with full pay for all meetings between the Manager and Union for the purpose of negotiating the terms of a collective bargaining agreement when such meetings take place at the time during which such employee members are scheduled to be on duty. Similarly, an employee member, who is an official of the Union, as provided in Article 4 preceding, will also be granted the same privilege for processing grievances.

B. The Union's representatives or any office of the Union shall have admission to the Municipal Building at anytime during working hours for the purpose of the ascertaining whether this Agreement is being carried out in good faith or for the purpose of assisting in the adjustment of any grievance which may have arisen. No such representative, however, shall have the privilege of roaming about the premises, but shall first apply to the Department Head, it being understood, however, that such representative shall not in any way interfere with the operation of the Department during workout hours and that his privilege shall be so exercised as to keep at a minimum time lost thereby, to the Township.

ARTICLE 26

BULLETIN BOARD

Bulletin Boards shall be made available to the Union for the purpose of posting Union notices relating to meetings, dues, and members of Union and of general Union activities. No Township job vacancies shall be posted on said bulletin boards, except with written permission of the Township Manager.

ARTICLE 27

PERSONNEL FILES

An employee shall have the right to see his personnel file in the presence of the Personnel Clerk of the Township Manager upon written request of said employee and subject to the approval of the Township Manager. An employee may make a reasonable number of copies of said employee's file continents at the Township's expense.

ARTICLE 28

TRANSPORTATION

Whenever a vehicle other than a Township vehicle is used by an employee with the permission of the Department Head, the Township shall compensate said employee at the rate per mile as set each year by the Internal Revenue Service Standard Milage Rates. The Township shall provide forms as it may need for this reported vehicle use. Such reimbursement shall be made to the employee within fourteen ,(14) days of written notice of use.

ARTICLE 29

EMPLOYEE TRAINING

A. The Township and Union agree that training is an integral function of management and an essential requirement for all employees to promote acceptable and increased levels of competence.

B. The Union agrees that it will encourage employees to maintain acceptable and increased levels of competence by:

1. Keeping abreast of changes occurring in their occupation as provided to the Union by the Township.

2. Participating in development activities in order to perform more efficiently in current and future assignments. These development activities may include on-the-job training and classroom training, which shall be during a regular tour of duty or if otherwise, compensated for at appropriate rate of pay.

3. Utilizing and sharing with fellow employees new skills acquired through training.

C. The Township Manager and the Department Heads will plan and provide for training and development of employees to meet acceptable and increased levels of competence.

D. The Township Manager and the Union agree to meet, upon written notice of either party, to consider training and development programs for employees covered by the Agreement. Such programs, as required by management, shall include full reimbursement by the Township for approved courses that are completed by employee as part of employee training program.

E. The Township agrees to reimburse employees who receive passing grades in elective courses or training which are directly job related. The employee must present a transcript which shows that he/she is progressing toward a specific certification or degree that is job related before enrolling in the course of which reimbursement is sought.

ARTICLE 30

EMPLOYEE PERFORMANCE

A. The Union agrees to support and cooperate with the Township of Aberdeen in improving employee performance. In furtherance thereof, the Union shall encourage all employees to:

1. Be in attendance and punctual for scheduled work hours;
2. Give such effort to their work as is consistent with the requirements thereof;
3. Avoid waste in the utilization of materials;
4. Maintain and improve levels of performance;
5. Cooperate in the installation of methods and technology and suggest other improvements where possible;
6. Assist where possible, in building good will between the Township and the Union and the public at large.

B. The Union recognizes that it is the responsibility of the Township Manager and the Department Heads to determine levels of performance for employees, and to establish standards and methods to provide services to the public in the most efficient manner possible. The Union pledges its cooperation in the attainment of such standards and methods.

ARTICLE 31

SENIORITY

A. The Employer shall establish and maintain a seniority list of employees' names and dates of employment from the date of last hire in a system-wide basis, with the employee with the longest length of continuous and uninterrupted system-wide service to be placed at the top of said seniority list. The names of all employees with the shorter length of continuous service shall follow the same senior employee, in order, until the name of the employee with the shortest length of service appears at the foot of the list. The seniority of each employee shall date from the employee's date of last hiring with the Employer.

B. New employees retained beyond the probationary period shall be considered permanent employees and their length of service with the Employer shall begin with the original date of their employment and their names placed on the "Seniority List." Such seniority list shall be kept up to date with additions and subtractions as required.

C. The above shall conform to Civil Service procedures.

D. Positions, work schedules, duties, assignments or transfers which are not covered by Civil Service may be bid for by application to the Department Head. The employee having seniority shall have preference whenever employees are equally qualified in fitness and ability, provided that the Department Head determines, during the review process, that the employee with seniority would be most suited for the job in the best interest of the Township.

ARTICLE 32

NO STRIKE PLEDGE

A. It is agreed that the Union, its members and all employees it represents, shall not call or engage in a strike (or threats thereof) and that the Township shall not institute a lockout, for any cause whatsoever, during the term of this Agreement; nor shall the Union or any of the term of this Agreement; nor shall the Union or any of the employees cause or participate in any cessation of work, slowdown, work stoppage or interference of any kind with normal Township operations. In addition, no collective action will be taken which will place the health, safety or welfare of the public in jeopardy or diminish the effectiveness of the local government operation.

B. A strike shall constitute sufficient grounds for the termination of employment of such employee or employees.

C. Nothing contained herein shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for an injunction or damages or both in the event of such strike by the Union or its members.

ARTICLE 33

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues that were or could have been the subject of negotiations. During the term of this Agreement neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 34

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by the Court or other tribunal or competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected and shall continue in full force and effect.

ARTICLE 35

EMPLOYEE CLASSIFICATIONS AND PAY GRADES

Grade

Positions

- A. Clerk Typist, Part -Time Senior Clerk Typist, Violations Clerk;
- B. Clerk-Steno, Cashier, Account Clerk, Police Records Clerk, Senior Clerk Typist;
- C. Senior Account Clerk; Assessing Clerk, Police Records Clerk -Steno, Senior Clerk-Steno;
- D. Senior Cashier (¹⁴Water Utility), Senior Assessing Clerk, Deputy Court Clerk; ~~1-12~~ ~~at ann. versar date~~
- E. Principal Assessing Clerk, Principal Clerk; ~~13~~ ¹³ ~~at ann. versar date~~
- F. Senior Police Records Clerk-Steno; ~~14~~ ¹⁴ ~~at ann. versar date~~
- G. Communications Operator; Technical Assistant to the Construction Official, Principal Clerk-Steno/Registrar of Vital Statistics. ~~15~~

Schedule A

2010

Grade	Start	Step 2	Step 3	Step 4
A	\$28,661.72	\$30,113.98	\$30,868.89	\$33,035.84
B	\$29,677.74	\$31,239.72	\$32,107.04	\$34,449.93
C	\$31,302.03	\$32,604.14	\$33,171.77	\$34,986.03
D	\$31,247.76	\$33,027.36	\$34,038.91	\$36,815.96
E	\$32,145.39	\$34,012.59	\$35,095.10	\$38,036.14
F	\$33,858.44	\$35,331.32	\$35,975.11	\$37,949.70
G	\$34,611.41	\$36,680.51	\$37,903.30	\$41,205.38
H	\$40,231.78	\$42,576.66	\$43,925.45	\$47,240.22

Pre-1993 Stipend

\$1,400.00

2011

Grade	Start	Step 2	Step 3	Step 4
A	\$29,234.95	\$30,761.26	\$31,486.27	\$33,696.56
B	\$30,271.29	\$31,864.51	\$32,749.18	\$35,138.93
C	\$31,928.07	\$33,256.22	\$33,838.27	\$35,685.75
D	\$31,872.72	\$33,687.91	\$34,719.69	\$37,552.28
E	\$32,788.30	\$34,692.84	\$35,797.00 ✓	\$38,796.86
F	\$34,535.61	\$36,037.95	\$35,975.11	\$39,808.69
G	\$35,303.64	\$37,414.12	\$38,661.37	\$42,029.49
H	\$41,036.42	\$43,428.19	\$44,803.96	\$48,185.02

Pre-1993 Stipend

\$1,450.00

ARTICLE 36

JOB POSTING

Notice of any vacancies or new classifications covered under the Civil Service Rules and Regulations shall be posted on the Union Bulletin Board. Employees interested in applying for the posted position shall submit a written statement of interest to his immediate supervisor within five (5) working days of the posting. The Township shall give consideration to all statements of interest and shall follow Civil Service Rules and Regulations in regard to filling the job both provisionally and permanently. A copy of such provision shall be given to the steward.

ARTICLE 37

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 2010 and shall remain in effect up to and including December 31, 2011, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than one hundred twenty (120) days nor later than sixty (60) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS THEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers on this _____ day of _____.

TOWNSHIP OF ABERDEEN

Nolly Ryzcroft
Neil Agliam

ACE

James Black ^{ACE} President
Christopher - V. ^{A.C.E.} President

and the Township of Aberdeen shall be modified and amended as follows

- A The term of the Agreement shall be modified and shall have a duration and be effective from January 1, 2010 until December 31, 2011.
- B Salary rates shall be revised across the board, as follows.

Effective 1/1/2010 ----- 2.00%

Effective 7/1/2011 ----- 2.00%

- C Article 17 (Hospitalization) shall be modified to reflect that the Township may change health benefit carriers so long as the level of benefits is equal to or better than the prior plan.
- D The stipend extended to the duties of payroll clerk, in the amount of has \$3,000.00, shall be memorialized in the contract.
- E The Communications Operator's schedule within Article 6 J shall be modified to reflect that the schedule shall be permanent and no longer on a trial basis
- F All other terms of the prior contract shall remain in full force and effect except as modified here in.

Holly Keycraft

Township of Aberdeen

Dennis Black 3-24-11
President ACE

Aberdeen Clerical Employees
Association

Chorello - 3/25/11
Vice President

David K. Jones
President ACE